

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 5									
2. AMENDMENT/MODIFICATION NO. 01		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.									
5. PROJECT NO. (If applicable)		6. ISSUED BY Region 7 US Environmental Protection Agency 11201 Renner Blvd. Lenexa KS 66219		7. ADMINISTERED BY (If other than Item 6) CODE									
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) COASTAL-ENVIROWORKS JOINT VENTURE Attn: RICHARD SILVA 250 EXECUTIVE DR SUITE K EDGEWOOD NY 11717		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)									
CODE 079110449		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO EP-S7-15-09									
				10B. DATED (SEE ITEM 13) 09/29/2 15									
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS													
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>													
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule													
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.													
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">CHECK ONE</td> <td>A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A</td> </tr> <tr> <td></td> <td>B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</td> </tr> <tr> <td>X</td> <td>C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3)</td> </tr> <tr> <td></td> <td>D. OTHER (Specify type of modification and authority)</td> </tr> </table>						CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A		B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).	X	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3)		D. OTHER (Specify type of modification and authority)
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X	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3)												
	D. OTHER (Specify type of modification and authority)												
E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.													
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) DUNS Number: 079110449 The purpose of this modification is to update contract clauses G-1 LOCAL CLAUSES EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES, H-9 EPAAR 1552.237-76 GOVERNMENT-CONTRACTOR RELATIONS and to extend the contract Base Period using FAR 52.249-14 EXCUSABLE DELAYS. This bilateral modification also incorporates the additional clauses listed below. G-1 LOCAL CLAUSES EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES Contract-Level Contracting Officers Representatives (CORs)/Project Officers for this contract are as follows: Continued ... Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.													
15A. NAME AND TITLE OF SIGNER (Type or print) Richard C Silva Jr Partner		15B. UNITED STATES OF AMERICA Marie Noel		16C. DATE SIGNED 06/29/2016									
15C. DATE SIGNED 08/08/16		16B. ELECTRONIC SIGNATURE (Signature of Contracting Officer)											
15D. CONTRACTOR/OFFEROR (Signature of person authorized to sign)													

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NAME OF OFFEROR OR CONTRACTOR
COASTAL-ENVIROWORKS JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>COR: Eric Vanderboom 913 551-77988 vanderboom.eric@epa.gov</p> <p>Alternate COR: Cody McLarty 913 551-7974 McLarty.Cody@epa.gov</p> <p>Contracting Officials responsible for administering this contract are as follows: Contracting Officer Phone Email</p> <p>52.222-12 Contract Termination-Debarment (May 2014)</p> <p>A breach of the contract clauses entitled Construction Wage Rate Requirements, Contract Work Hours and Safety Standards-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Construction Wage Rate Requirements and Related Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12. (End of clause)</p> <p>52.222-14 Disputes Concerning Labor Standards (Feb 1988)</p> <p>The United States Department of Labor has set forth in 29 CFR parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives. (End of clause)</p> <p>52.222-15 Certification of Eligibility (May 2014) Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR

ASTAL-ENVIROWORKS JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(a) By entering into this contract, the Contractor certifies that neither it nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b)(2) or 29 CFR 5.12(a)(1). (b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b)(2) or 29 CFR 5.12(a)(1). (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.</p> <p>(End of clause)</p> <p>52.228-2 Additional Bond Security (Oct 1997)</p> <p>The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if: (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government; (b) Any surety fails to furnish reports on its financial condition as required by the Government; (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.</p> <p>(End of clause)</p> <p>52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984)</p> <p>(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically</p> <p>Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
COASTAL-ENVIROWORKS JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer. (b) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.</p> <p>(End of clause)</p> <p>52.249-14 Excusable Delays (Apr 1984)</p> <p>(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. ;Default; includes failure to make progress in the work so as to endanger performance. (b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default,</p> <p>Continued ...</p>				

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OASTAL-ENVIROWORKS JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>unless; (1) The subcontracted supplies or services were obtainable from other sources; (2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and (3) The Contractor failed to comply reasonably with this order. (c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract. (End of clause) Max Expire Date: 09/29/2018 Payment:- RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711 Period of Performance: 09/29/2015 to 01/15/2017</p>				

